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August 8, 2006

*~VIA OVERNIGHT MAIL~*

Mr. Brian Sullivan  
Town Manager  
Town of Arlington  
730 Massachusetts Ave.  
Arlington, MA 02476

***Re: Arlington Cable Television Renewal License***

Dear Mr. Sullivan:

Enclosed please find two (2) fully executed original of the Cable Television Renewal License between the Town of Arlington and Comcast of Massachusetts I, Inc. As you know, the renewal is for a term of 10 years and commenced on July 26, 2006 and will expire at midnight on July 25, 2016.

If you have any questions, please feel free to contact me.

Sincerely,

Denise Mason  
Franchising Coordinator

/dmm  
Enc.

cc: Cable Advisory Committee – c/o Arlington Town Hall  
~~Brian Merrick - Massachusetts Cable Television Division Municipal Liaison~~  
Attorney William Solomon  
Nick Leuci - Comcast Vice President of Franchising & Community Relations (3<sup>rd</sup> original)  
Tim Murnane – Comcast Senior Director of Government & Community Relations (4<sup>th</sup> original)  
Jane Lyman – Comcast Senior Manager of Government & Community Relations  
Comcast Accounting Department  
Comcast Division Franchising Department

**CABLE TELEVISION  
RENEWAL LICENSE**

**GRANTED TO**

**COMCAST OF MASSACHUSETTS I, INC.**

**BY**

**THE BOARD OF SELECTMEN  
TOWN OF ARLINGTON  
MASSACHUSETTS**

**(July 26, 2006 – July 25, 2016)**

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## **ARLINGTON RENEWAL LICENSE**

### **INTRODUCTION**

This Renewal Cable Television License entered into this 26th day of July, 2006, by and between Comcast of Massachusetts I, Inc., a Massachusetts corporation, and the Board of Selectmen of the Town of Arlington, Massachusetts, as Issuing Authority pursuant to M.G.L. c. 166A (hereinafter "Issuing Authority").

### **WITNESSETH**

WHEREAS, the Issuing Authority of the Town of Arlington, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive, revocable cable television renewal licenses to construct, operate and maintain a Cable Television System within the Town of Arlington; and

WHEREAS, Comcast of Massachusetts (hereinafter "Comcast" or "Licensee"), is the duly authorized holder of a renewal license to operate a Cable Television System in the Town of Arlington, Massachusetts (hereinafter the "Town"), said license having originally commenced on October 20, 1995;

WHEREAS, Comcast filed a written request for a renewal of its license in conformity with the Cable Act of 1984 and filed a formal renewal proposal on June 27, 2005;

WHEREAS, there has been an opportunity for public comment, and ascertainment has been conducted to ascertain the future cable-related needs of the community, as provided for pursuant to Section 626(h) of the Cable Act;

WHEREAS, the Board of Selectmen, as Issuing Authority, and Comcast did engage in good faith negotiations and did agree on terms and provisions for Comcast's continued operation of its Cable Television System in the Town of Arlington; and

WHEREAS, the Issuing Authority has determined that it is in the best interest of the Town of Arlington to grant a non-exclusive Renewal License to Comcast.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

## ARTICLE 1

### DEFINITIONS

#### Section 1.1 – DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Arlington resident and/or any Persons affiliated with an Arlington institution to use designated Public, Education and Government (“PEG”) access facilities and equipment and/or Access Channels of the Cable Television System, subject to the conditions and procedures established for such use by the Town and/or its designee for such use.

(2) Access Channel: A video channel which the Licensee owns and is made available for use by the Town, its designee(s) and/or Access Users without charge for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: An entity, which may be designated by the Issuing Authority of the Town of Arlington, for the purpose of staffing, operating and managing the use of public, educational and/or governmental access funding, facilities and Licensee designated PEG Access channels on the Cable Television System.

(4) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(5) Basic Service: The service tier which includes the retransmission of local television broadcast signals as required by federal law.

(6) CMR: The acronym for Code of Massachusetts Regulations.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996) as may be amended in the future

(8) Cable Advisory Committee: The Cable Advisory Committee as appointed and designated by the Issuing Authority.

- (9) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy or successor thereof.
- (10) Cable Service: (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) other programming services, and (B) Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming services.
- (11) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple subscribers within the Town.
- (12) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.
- (13) Complaint: Any written or verbal contact with the Licensee in connection with the Cable System or Cable Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.
- (14) Converter: Any device changing the frequency of a signal. A Subscriber Converter may expand reception capacity and/or unscramble coded signals distributed over the Cable System.
- (15) Department of Public Works: The Department of Public Works of the Town of Arlington.
- (16) Downstream Channel: A channel over which signals travel from the Cable System Headend to an authorized recipient of Programming.
- (17) Drop or Cable Drop: The cable that connects each home or building to the feeder line of the Cable System.
- (18) Educational Access Channel: A specific PEG Access Channel on the Cable System made available by the Licensee to Arlington educational institutions and/or educators wishing to present non-commercial educational Programming and information to the public, and managed and operated by the Issuing Authority or its designee(s).
- (19) Effective Date of the Renewal License (the "Effective Date"): July 26, 2006.
- (20) FCC: The Federal Communications Commission, or any successor agency.
- (21) Franchise Fee: The payments to be made by the Licensee to the Town of Arlington, which shall have the meaning as set forth in Section 622(g) of the Cable Act.
- (22) Government Access Channel: A specific PEG Access Channel on the Cable System made available by the Licensee to the Issuing Authority and/or its designees for the presentation of



non-commercial Video Programming and/or information to the public, and managed and operated by the Issuing Authority or its designee(s).

(23) **Gross Annual Revenues:** All revenues derived by the Licensee and/or its Affiliates from the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on all Subscriber fees and/or charges collected; all digital Cable Service revenues; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues (including bulk account revenues); Pay Cable or Premium Service revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenues of Affiliates and/or Persons relating to Cable Service carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Cable Service carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(24) **Headend:** The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming signals for distribution over the Cable System.

(25) **Hub or Hub Site:** A sub-Headend, generally located within a cable television community, use of which may include but not be limited to signal processing, switching or placement of a fiber node or transportation super trunk.

(26) **Institutional Network or I-Net:** The dedicated separate network, consisting of Upstream and Downstream channels, owned by Licensee for the use of the Issuing Authority and its designees for PEG Access Video Programming.

(27) **Institutional Network Transition Date:** That date no later than six (6) months after the Effective Date of this Renewal License when Licensee's obligation to provide Origination Capability is changed from the buildings listed in **Exhibit 3.2(a)** to those buildings listed in **Exhibit 3.2(b)**.

(28) **Issuing Authority:** The Board of Selectmen of the Town of Arlington, Massachusetts.

- (29) **Leased Channel or Leased Access:** A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.
- (30) **License Fee:** The payments to be made by the Licensee to the Town of Arlington, which shall have the meaning set forth in M.G.L. Chapter 166 A §9.
- (31) **Licensee:** Comcast of Massachusetts I, Inc. or any successor or transferee in accordance with the terms and conditions in this Renewal License.
- (32) **Normal Business Hours:** Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.
- (33) **Origination Capability:** An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit PEG Access Video Programming upstream to a designated location.
- (34) **Outlet:** An interior or exterior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.
- (35) **Pay Cable or Premium Service:** Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (36) **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (37) **PEG:** The acronym for "public, educational and governmental", used in conjunction with Access Channels, support and facilities.
- (38) **PEG Access Channels:** Any Access Channel(s) owned by Licensee and made available for the presentation of non-commercial PEG Access Video Programming.
- (39) **PEG Access Transition Date:** That date no later than sixty (60) days after the Effective Date of this Renewal License when the obligation to staff and manage Arlington PEG Access is transferred from the Licensee to the Issuing Authority and/or its designee(s).
- (40) **Pedestal:** An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (41) **Person:** Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or legally recognized group of individuals acting in concert.
- (42) **Prime Rate:** The prime rate of interest at the Federal Reserve Bank of Boston or its successor.

(43) **Public Access Channel:** A specific PEG Access Channel on the Cable System made available by the Licensee to the Issuing Authority or its designee(s) for the use of Arlington residents and/or organizations wishing to present non-commercial programming and/or information to the public, and managed and operated by the Issuing Authority or its designee(s).

(44) **Public Buildings:** Those buildings owned, occupied, and used by the Town for government administrative purposes, and shall not include buildings owned by the Town but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(45) **Public Way or Street:** The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(46) **Renewal License:** The non-exclusive Cable Television License granted to the Licensee by this instrument.

(47) **Scrambling/encoding:** The electronic distortion of a signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device issued by the Licensee.

(48) **Service:** Any Basic Service, any Pay Cable Service, and/or any other Cable Service which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(49) **Standard Installation:** The standard one hundred fifty foot (150') Drop connection to the existing distribution system for aerial Drops and the standard one hundred, twenty five foot (125') Drop connection to the existing distribution system for underground Drops.

(50) **State:** The Commonwealth of Massachusetts.

(51) **Subscriber:** Any Person, firm, corporation or other entity who or which contracts with the Licensee for or lawfully receives, for any purpose, a Cable Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(52) **Subscriber Network:** The Cable Television System of at least 750 MHz owned, operated and maintained by the Licensee, over which Cable Service can be transmitted to Subscribers.

(53) **Town:** The Town of Arlington, Massachusetts.

(54) **Town Counsel:** The Town Counsel of the Town of Arlington, Massachusetts.

(55) Trunk and Distribution System: That portion of the Cable System for the delivery of Cable Service, but not including Cable Drop(s) to Subscribers' residences.

(56) Upstream Channel: A channel over which signals travel from an authorized location to the Cable System Headed.

(57) User: A Person utilizing the Cable Television System or the Institutional Network, including all related PEG facilities for purposes of production and/or transmission of Video Programming as opposed to utilization solely as a Subscriber.

(58) VCR: The acronym for video cassette recorder.

(59) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

## **ARTICLE 2**

### **GRANT OF RENEWAL LICENSE**

#### **Section 2.1 – GRANT OF RENEWAL LICENSE**

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Arlington, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to construct, install, operate and maintain a Cable Television System within the corporate limits of the Town of Arlington.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts as amended; the Cable Act, the regulations of the FCC; and all lawful Town, State and federal statutes and regulations and all lawful Town by-laws and regulations of general applicability, as may be amended.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Arlington within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Arlington. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with applicable regulations of the Town and any special state laws or Town by-laws and/or lawful regulations enacted thereafter. The Licensee reserves its right to appeal any such dispute in a court of appropriate jurisdiction.

#### **Section 2.2 – TERM OF RENEWAL LICENSE**

(a) The term of this Renewal License shall be for a period of ten (10) years, commencing on July 26, 2006, and shall expire on July 25, 2016, unless sooner terminated as provided herein.

(b) All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

### **Section 2.3 – NON-EXCLUSIVITY OF RENEWAL LICENSE**

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Arlington; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) or amendments thereof have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall negotiate, in good faith, equitable amendments to this Renewal License within a reasonable time.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated there under.

(d) In the event an application for a new cable television license is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon the Licensee by certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(e) In the event that the Licensee believes that in the future another Licensee which has been granted a cable television license in the Town, has been provided relief by the Issuing Authority from any material obligation(s) of its license that causes said other cable television license(s) to be more favorable or less burdensome than this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that such relief causes said other cable license to be more favorable or less

burdensome than this Renewal License. Should the Licensee demonstrate that any such relief causes said other cable television license to be more favorable or less burdensome than the Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

#### **Section 2.4 – POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town and its right to adopt and enforce by-laws in the lawful exercise of its police powers to the extent permitted by applicable law, with respect to the safety and welfare of the public. The Licensee shall comply with all applicable, Town by-laws and lawful regulations, provided such are not specific to the Licensee and/or Cable System. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction. Nothing in this Section 2.4 shall be deemed to prohibit the right of the Licensee to challenge the legality of a Town by-law or regulation.

#### **Section 2.5 – REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License by passage of time or otherwise, unless (1) the Licensee has its license renewed for another term or (2) the ownership of the Cable Television System is transferred to another Person with written approval by the Issuing Authority in accordance with applicable law and pursuant to Section 2.6 below, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

#### **Section 2.6 – TRANSFER OF THE RENEWAL LICENSE**

(a) Pursuant to M.G.L. c. 166A, Section 7, as may be amended from time to time, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the FCC and/or the Cable Division. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to applicable State and federal law, as may be amended, in considering a request to transfer control of the Renewal License, the Issuing Authority shall consider the

transferee's financial capability, management experience, technical expertise and legal ability to operate a Cable System under the existing license and may consider any other criteria allowable under federal and State laws and regulations.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(e) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required by applicable law, of the application and FCC Form 394 requesting such transfer or assignment consent.

(f) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended in writing pursuant to applicable law.

(g) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

## **Section 2.7 – EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.



## ARTICLE 3

### SYSTEM DESIGN

#### Section 3.1 – SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the Town, subject to Section 4.1 of this Renewal License, a Subscriber Network of at least 750 MHz. Said Cable System shall be fully capable of carrying a minimum of seventy-eight (78) video channels in the downstream direction.

(b) The Licensee shall transmit all of its Video Programming to Arlington Subscribers in stereo, provided that such Video Programming is transmitted to the Licensee in stereo.

#### Section 3.2 – INSTITUTIONAL NETWORK

(a) The Licensee shall continue to provide, operate, maintain, and repair its existing Institutional Network ("I-NET") to the locations listed in **Exhibit 3.2(a)** so as to provide Origination Capability until an Institutional Network Transition Date no later than six (6) months after the Effective Date of this Renewal License, unless earlier agreed to by the parties, in order that the Town and/or its designee(s) can cablecast PEG Access Programming over the PEG Access Channels. All PEG Access Programming shall be modulated by the Town and/or its designee(s), and then transmitted by the Licensee from any location listed in **Exhibit 3.2(a)** to the Headend on one of the Licensee's Institutional Network's upstream channels made available by the Licensee without charge to the Town and/or its designee(s) for such purpose. At the Licensee's Headend, said PEG Access Programming shall be retransmitted in the downstream direction on the appropriate downstream PEG Access Channel(s).

(b) Beginning on the Institutional Network Transition Date, the Licensee's obligation to continue to provide, operate, maintain and repair, without charge(s) to the Town and/or its designees, its existing, I-Net, as described in Section 3.2(a) above, shall be amended by reducing the locations referenced in **Exhibit 3.2(a)** to the four (4) locations listed in **Exhibit 3.2(b)**. All other Licensee obligations described in Section 3.2(a) shall remain the same.

(i) The Licensee shall allow RCN or any successor or transferee (hereinafter referred to as "RCN") of RCN's cable license in the Town, to de-modulate and process the PEG source signals being brought to Arlington High School by means of the Licensee's I-Net from the four (4) Origination locations referenced in **Exhibit 3.2(b)**. The point of demarcation for I-Net signal transfer shall be in the input of the RCN demodulation and/or processing equipment at Arlington High School.

(c) The Licensee shall have the sole responsibility for maintaining and repairing the I-Net including the replacement of parts, if necessary (except for equipment not directly under its control or ownership). The Licensee shall perform all necessary inspections and performance tests, to allow for said PEG Access Origination Capability and transmission in accordance with the provisions of this Renewal License.

(d) The Licensee shall provide, maintain, and replace all equipment necessary to transmit and receive PEG Access Programming from its I-Net Hub to the Licensee's Headend, to include all equipment necessary to switch and route such Programming through the Headend to the designated Downstream PEG Access Channel(s) on the Subscriber Network.

(e) The Town or its designee shall make available at the location of the Licensee's I-Net Hub at the Arlington High School, at no cost to the Licensee, space for the Licensee-owned rack and transmission equipment required for the I-Net hub and transmission of PEG Access Programming back to the Licensee's Headend. The Town or its designee shall make available at each of the I-Net Origination sites as applicable in accordance with Sections and **Exhibits 3.2(a) and 3.2(b)** herein, at no cost to the Licensee, space for the Licensee-owned I-Net cabinets and equipment required for the I-Net.

(f) At the completion of the Institutional Network Transition Date as described in Section 3.2(b), the Licensee shall be entitled to receive PEG Access Programming originated from the RCN remote origination sites listed in **Exhibit 3.2(f)** via RCN's I-Net hub located at Arlington High School. The PEG Access Programming and signal(s) provided to the Licensee from said RCN origination site(s) will be a base band signal and shall include all PEG Access Video Programming that is transmitted to and carried on RCN's subscriber network.

(i) The Licensee shall provide, maintain and/or replace all equipment necessary to: (i) receive PEG Access Programming from said RCN origination site; (ii) transmit said PEG Access Programming from said origination site to the Licensee's Headend; (iii) switch and route such PEG Access Programming through the Licensee's Headend to the designated Downstream PEG Access Channel(s) on the Subscriber Network.

(ii) Pursuant to 3.2(f) and 3.2(f)(i) above, the point of demarcation for signal responsibility and quality shall be the input of the Licensee's modulator(s).

(iii) The Town or its designee shall make available at said RCN origination site, at no cost to the Licensee, space for the Licensee owned rack and receiving and transmission equipment required for the obligations set out in Section 3.2(g)(i) above.

(g) Within thirty (30) days of the Effective Date of this Renewal License, the Licensee shall provide the Town with an I-Net grant in the amount of Fifty-Six Thousand Dollars (\$56,000.00), to be used for I-Net related purposes. In no event shall this I-Net grant include or be counted against either the annual PEG Access funding required by Section 6.4, the PEG Access/Technology Capital funding required by Section 6.5, and/or any other fees or payments required by applicable law.

**Section 3.3 – EMERGENCY ALERT OVERRIDE CAPACITY**

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

**Section 3.4 – PARENTAL CONTROL CAPABILITY**

The Licensee shall comply with all requirements of federal law(s) and regulations governing Subscribers' capability to control the reception of any channels being received on their television sets.

**Section 3.5 – SYSTEM TECHNICAL SPECIFICATIONS**

The Cable System shall conform to the FCC technical specifications, including 47 CFR 76.05 which are incorporated herein by reference. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

## **ARTICLE 4**

### **CABLE SYSTEM LOCATION & OPERATIONAL STANDARDS**

#### **Section 4.1 – AREA TO BE SERVED**

(a) The Licensee shall make its Cable Service available to all residents of the Town, subject to paragraphs (b) and (c) below, and provided that the Licensee is able to obtain any necessary easements and/or permits.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred and fifty (150') feet from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than one hundred and fifty (150') aerial feet from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges plus a reasonable return on investment in addition to the Standard Installation charge.

(c) Underground installation shall be considered standard and therefore subject to standard underground installation rates within one hundred and twenty five (125') feet of the existing Cable System plant, provided no Trunk and Distribution System construction is required and does not involving hard surface or does not require boring through rock or under sidewalks, streets, or flower bedding. Underground installations within one hundred and twenty five (125') feet of the existing Cable System plant requiring Trunk and Distribution System construction or involving hard surface or requiring boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment in addition to the standard installation charge.

#### **Section 4.2 – LOCATION OF CABLE TELEVISION SYSTEM**

The Licensee shall own, operate and maintain the Cable Television System within the Town of Arlington. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable and legally enforceable state and local laws and regulations.

#### **Section 4.3 – UNDERGROUND FACILITIES**

(a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground at no charge to the Town.

(b) The Town shall make best efforts to notify the Licensee of any underground grant-of-location requests submitted to the Town by a utility.

#### **Section 4.4 – TREE TRIMMING**

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and/or injury to trees, structures and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to regulations of the Town.

#### **Section 4.5 – RESTORATION TO PRIOR CONDITION**

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, the same shall be replaced and the surface restored in as good condition as is reasonably possible before entry and as soon as reasonably possible. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

#### **Section 4.6 – TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

#### **Section 4.7 – DISCONNECTION AND RELOCATION**

The Licensee shall, upon reasonable advance written notice from the Issuing Authority or its designee and without charge to the Town, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any other Public Way, any of its property as required by the Issuing Authority and/or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

#### **Section 4.8 – CONSTRUCTION, MAINTENANCE AND SAFETY STANDARDS**

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Upon the request of the Issuing Authority, the Licensee shall provide written verification that its Cable System meets all applicable safety codes.

#### **Section 4.9 – PEDESTALS**

In any cases in which Pedestals housing active and passive devices are to be utilized, in Public Ways or within the public lay-out, such equipment must be installed in accordance with applicable Town by-laws and/or regulations. All such Pedestals shall be shown on the strand maps submitted to the Town in accordance with Section 4.12 infra.

#### **Section 4.10 – PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation, maintenance or removal of the Cable System.

#### **Section 4.11 – CABLE SYSTEM MAPS**

Upon written request, the Licensee shall file with the Issuing Authority strand maps of the Cable System plant installed. Upon written request said strand maps shall also be provided in electronic format if they exist in said electronic format. The Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains. Upon written request, the Licensee shall file with the Issuing Authority updated strand maps not more than once annually, not later than sixty (60) days after a written request.

#### **Section 4.12 – SERVICE INTERRUPTION**

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of non-routine repairing, constructing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

**Section 4.13 - SERVICE OUTAGE NOTIFICATION**

The Licensee shall, upon written request by the Issuing Authority, provide a written explanation of any Service outages in the Town.

**Section 4:14 – COMMERCIAL ESTABLISHMENTS**

The Licensee shall make Cable Service available to any commercial establishments in the Town, provided that said establishment(s) agree to pay for construction, installation and monthly subscription costs as established by the Licensee.

**Section 4.15 - “DIG SAFE”**

The Licensee shall comply with all applicable “dig-safe” provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

**Section 4.16 – EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority or its authorized designee to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority or its authorized designee gives Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Licensee shall have the right to seek reimbursement under any applicable government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

## **ARTICLE 5**

### **SERVICE & PROGRAMMING**

#### **Section 5.1 – BASIC SERVICE**

The Licensee shall make Basic Service available to all Arlington Subscribers, which shall include all Video Programming signals which are required to be carried by a Cable Television System serving the Town pursuant to applicable law or regulation.

#### **Section 5.2 – PROGRAMMING**

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 5.2(a)**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Video Programming decisions including the Licensee's current Video Programming in the Town, (other than the PEG Access Video Programming provided in accordance with this Renewal License) are at the sole discretion of the Licensee, which Licensee may change from time to time.

(b) Pursuant to the rules and regulations of the Cable Division, as may be amended from time, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Arlington Video Programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or suitable marker showing the new channel line-up.

#### **Section 5.3 – LEASED CHANNELS FOR COMMERCIAL USE**

Pursuant to Section 612(b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Person unaffiliated with the Licensee.

#### **Section 5.4 –SCRAMBLING/ENCODING AND A/B SWITCH**

(a) An A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law and/or regulation.

(b) Unless otherwise required by applicable law(s), Licensee shall not Scramble or otherwise encode, in any manner or form, (i) any of the PEG Access Channels or (ii) any channel not authorized under applicable law or regulation to be scrambled. The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s) as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of Programming, in accordance with applicable law(s).



### **Section 5.5 – CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Cable Service interruptions or as a result of Cable System or equipment failure(s). When necessary, if non-routine Cable Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

### **Section 5.6 – DROPS, OUTLETS AND MONTHLY CABLE SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

(a) In accordance with applicable law, the Licensee shall continue to provide, and maintain, at no charge, one (1) Subscriber Cable Drop and Outlet and monthly Basic Service at no charge to (i) all public schools and Public Buildings along the Cable System plant route included in **Exhibit 5.6**, attached hereto and made a part hereof, and to (ii) the I-Net origination locations included in **Exhibit 3.2(b)** attached hereto. Licensee shall provide, install and maintain a Subscriber Cable Drop and Outlet and Basic Service to any other Public Buildings and public schools along the Cable System plant route, as designated in writing by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving said Basic Service. There shall be no costs to the Town or any designated institution for Standard Installation and provision of said monthly Basic Service and related maintenance.

(b) The Licensee shall supply one (1) Converter for each Outlet, without charge to the Town, if necessary for the reception of monthly Basic Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expenses; provided, however, that the Licensee shall not be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the public schools and Public Buildings newly entitled to such a Drop or Outlet pursuant to Section 5.6 (a) above, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority, subject to force majeure.

## **ARTICLE 6**

### **PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS FACILITIES & SUPPORT**

#### **Section 6.1 – PEG ACCESS/COMMUNITY PROGRAMMING STUDIO**

The Licensee shall continue to operate, maintain and staff its community programming studio in the Town, at its current location at the former Dallin Library located at 85 Park Avenue, Arlington, MA., for the period of sixty (60) days from the Effective Date of this Renewal License or such earlier date as may be agreed to by the Issuing Authority and the Licensee. Said date shall also be known as the PEG Access Transition Date. The studio location shall continue to be provided by the Issuing Authority to the Licensee at no rent, however, the Licensee shall be responsible for the cost of all utilities during the aforementioned period. Said studio shall be open a minimum of forty (40) hours each week, and shall be staffed by two (2) full time equivalent community programming staff, who may at Licensee's discretion, be contractors.

#### **Section 6.2 – PEG ACCESS CORPORATION**

After the PEG Access Transition Date, the Issuing Authority or its designee shall commence providing services to PEG Access Users as follows:

- (1) Schedule, operate and program the programming on the PEG Access Channels provided in accordance with Section 6.3 herein;
- (2) Manage annual funding, pursuant to Section 6.4 herein;
- (3) Operate and maintain a PEG Access Studio, and purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.5 herein;
- (4) Conduct training programs in the skills necessary to produce quality PEG Access programming;
- (5) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Corporation staff and volunteers;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Accomplish such other tasks relating to the operation scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary; and
- (8) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

### **Section 6.3 – PEG ACCESS CHANNELS**

(a) On the Effective Date of this Renewal License, the Licensee shall continue to make available the two (2) existing PEG Access Channels in the Town. A third (3<sup>rd</sup>) PEG Access Channel shall be made available to the Town by the Licensee and the Licensee shall make its best efforts to make said third (3<sup>rd</sup>) PEG Access Channel available to the Town within one hundred eighty (180) days of the Effective Date of this Renewal License, and in any event, said third PEG Access Channel shall be made available within one (1) one year from the Effective Date.

(b) PEG Access Channels shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town and/or its designees and except as otherwise provided for herein, shall be subject to the control and management of the Town and/or its designee(s). Said Access Channels shall be included in the Licensee's Basic Service.

(c) While the Licensee retains sole discretion for channel placement in accordance with terms of this Renewal License, the Licensee shall attempt to minimize the number of access channel assignment changes. The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels without the advance, written notice to the Issuing Authority and/or its designee(s). In the event that the Licensee does relocate a PEG Access Channel(s), the Licensee shall reimburse the Town or its designee up to Three Thousand Five Hundred Dollars (\$3,500) for reasonable administrative and/or technical costs incurred by the Town and/or Access Corporation as a direct result of all access channels relocated during any given channel realignment process. Documentation of such costs shall be submitted by the Town and/or Access Corporation to the Licensee prior to any incurrence of said cost(s).

### **Section 6.4 – PEG ACCESS ANNUAL FUNDING**

(a) The Licensee shall provide annual funding to the Issuing Authority or its designees (i.e. an Access Corporation) for PEG Access and other cable-related purposes, equal to the five percent (5%) of the Licensee's Gross Annual Revenues less applicable state and local License Fees.

(b) The Licensee shall pay PEG Access funding on a calendar quarterly basis as follows:

<b><u>Period Covered</u></b>	<b><u>Payment Due Date</u></b>
January 1 – March 31	May 15 <sup>th</sup>
April 1 – June 30	August 15 <sup>th</sup>
July 1 – September 30	November 15 <sup>th</sup>
October 1 – December 31	February 15 <sup>th</sup>

The first payment shall be for the period of the PEG Access Transition Date pursuant to Section 6.1 above through the end of the then-current calendar quarterly period and shall be due no later than forty five (45) days after said quarterly period ends. The final payment for the

period July 1, 2016 – July 25, 2016 shall be due no later than forty-five (45) days after said final day of the term of this Renewal License.

(c) Within forty-five (45) days of the Effective Date the Licensee shall make a one-time, advanced PEG Access payment in the amount of Eighty Thousand Dollars (\$80,000) to the Issuing Authority or its designee(s). This payment will be credited against future PEG Access payments as follows: Twenty Thousand Dollars (\$20,000) against the quarterly payment due on November 15, 2006, Twenty Thousand Dollars (\$20,000) against the quarterly payment due on February 15, 2007, Twenty Thousand Dollars (\$20,000) against the quarterly payment due on May 15, 2007, and Twenty Thousand Dollars (\$20,000) against the quarterly payment due on August 15, 2007.

(d) The Licensee shall file with each of the payments pursuant to paragraphs (b) above a statement certified by a duly authorized financial representative of the Licensee documenting, in reasonable detail, the total Gross Annual Revenue as defined in Section 1.1(23), for the preceding three (3) month reporting period.

(e) In no case shall said five percent (5%) payment(s) include or be counted against: (i) the PEG Access/Educational Technology Capital funding required by Section 6.5 below; and/or (ii) the I-Net grant required by Section 3.2(h) above; provided, however, that said five percent (5%) payment shall be a Franchise Fee, as defined pursuant to Section 622 (h) of the Cable Act, and subject to the five percent (5%) federal cap on such Franchise Fees.

#### **Section 6.5 – PEG ACCESS & EDUCATIONAL TECHNOLOGY CAPITAL FUNDING**

(a) The Licensee shall provide a total of Four Hundred Thousand Dollars (\$400,000), in PEG Access and Educational Technology Capital Funding to the Issuing Authority and/or its designee(s) which shall be designated for PEG Access capital funding and/or Educational Technology capital funding purposes at the discretion of the Issuing Authority, payable as follows:

- (1) One Hundred Thousand Dollars (\$100,000) within forty-five (45) days of the Effective Date of this Renewal License providing, however, that Licensee shall make its best efforts to render said payment within thirty (30) days of the Effective Date of this Renewal License;
- (2) Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333) on or before the first anniversary of the Effective Date;
- (3) Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333) on or before the second anniversary of the Effective Date;
- (4) Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333) on or before the third anniversary of the Effective Date;
- (5) Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333) on or before the fourth anniversary of the Effective Date;
- (6) Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333) on or before the fifth anniversary of the Effective Date;

- (7) Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333) on or before the six anniversary of the Effective Date;
- (8) Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333) on or before the seven anniversary of the Effective Date;
- (9) Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333) on or before the eight anniversary of the Effective Date; and
- (10) Thirty-Three Thousand Three Hundred Thirty-Three Dollars (\$33,333) on or before the ninth anniversary of the Effective Date.

(b) In no event shall said Four Hundred Thousand Dollars (\$400,000) PEG Access/Educational Technology funding include or be counted against either the Annual PEG Access funding, required by Section 6.4 above, and/or any Franchise or License Fee payment, required by Section 7.1 infra, the I-Net grant required by Section 3.2(h) above, and/or any other fees or payments required by applicable law.

(c) The Town and/or its designee(s) shall own facilities and equipment purchased with funding pursuant to this Article 6. The Licensee shall have no obligation to maintain, repair, replace or insure any such facilities or equipment.

(d) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue and be paid to the Issuing Authority from the date due at the rate of two percent (2%) above the Prime Rate.

#### **Section 6.6 – EXISTING PEG ACCESS/COMMUNITY PROGRAMMING EQUIPMENT**

No later than the PEG Access Transition Date, the Licensee shall deed over to the Issuing Authority or its designee, as directed by the Issuing Authority, in “as is” condition and without warranty, all existing Licensee-owned PEG Access/community programming studio and production equipment (including, but not limited to, field and editing equipment), located at the Arlington community programming studio, and other Town locations for the amount of One Dollar (\$1.00). The Licensee shall reasonably maintain said equipment, subject to wear and tear, until the PEG Access Transition Date. A list of said equipment is attached hereto as **Exhibit 6.6**. The Licensee shall not be responsible for said equipment after the PEG Access Transition Date.

#### **Section 6.7 – PEG ACCESS CHANNEL(S) MAINTENANCE**

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at FCC standards provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the source signal it receives from any party over which the Licensee has no control

## **Section 6.8 – PEG ACCESS CABLECASTING**

### **(a) Prior to the I-Net Transition Date**

In accordance with Section 3.2(a) above, the Licensee shall, prior to the I-Net Transition Date, continue to provide its I-Net to provide Origination Capability from the locations listed in **Exhibit 3.2(a)**. Said Origination Capability and PEG Access Programming return to Subscribers shall be in accordance with the provisions of Section 3.2(a).

### **(b) Subsequent To The I-Net Transition Date**

Beginning on the I-Net Transition Date and through the end of the Renewal License, the Licensee shall obtain and cablecast all PEG Access Programming as described in Sections 3.2 (b) through (g).

(c) Consistent with Section 3.2 above, the Licensee shall ensure that the PEG Access Programming is automatically switched at the Headend to the appropriate PEG Access Channel, in an efficient and timely manner. The Licensee shall not charge the Issuing Authority and/or the Access Corporation for such switching responsibility. Any manual switching shall be the responsibility of the Issuing Authority or its designee (i.e. the Access Corporation). The Licensee shall, if requested by the Issuing Authority, discuss in good faith any difficulties that arise regarding cablecasting PEG Access Programming.

(d) The Licensee shall own, maintain, repair and/or replace its Headend processing equipment. The point of demarcation for Licensee's signal responsibility shall be at the output of Town-owned modulators. The Issuing Authority and/or its designee(s) shall be responsible for providing, maintaining, replacing, insuring and repairing all modulators owned by the Town and/or its designee(s).

## **Section 6.9 – REPORT OF DISBURSEMENT**

Annually, on or before March 31<sup>st</sup> of each year, the Licensee may request in writing to the Issuing Authority, a written report showing actual disbursements made of the funds provided by the Licensee to the Town for the previous year pursuant to Article 6 herein. The Issuing Authority shall deliver said requested written report of annual disbursements to the Licensee within sixty (60) days of a request by the Licensee.

## **Section 6.10 – CENSORSHIP**

Neither the Licensee, nor the Town and/or its' designee(s) shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

**Section 6.11 – NON-COMMERCIAL PROGRAMMING**

The Issuing Authority and its designee(s) shall not use the designated PEG Access Channels, equipment, or other facilities to provide for-profit commercial programming. Nothing in this Section 6.11 shall prohibit the Issuing Authority or its designee from having memberships, sponsorships, underwriting or acknowledgements (such as the underwriting and acknowledgements displayed by the Public Broadcasting System), to the extent not otherwise prohibited by applicable law or regulations.

**Section 6.12 – PEG ACCESS COSTS**

There shall be no charges by the Licensee to the Town, its designee(s), and/or PEG Access Users for use of the PEG Access Channels.

## **ARTICLE 7**

### **FRANCHISE FEES & LICENSE FEES**

#### **Section 7.1 – LICENSE FEE PAYMENTS**

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this Section, shall be calculated in compliance with applicable law(s).

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage, the Licensee shall, upon written notification by the Issuing Authority of such, (i) immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's regional financial representative documenting, in reasonable detail, the total of all Gross Annual Revenues as defined in Section 1.1(23) derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

#### **Section 7.2 – FRANCHISE FEE**

(a) The Licensee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the PEG Access Annual Funding pursuant to Section 6.4, above; and (ii) any License Fee(s) that may be payable to the Town and to the State, provided, however, that said five percent (5%) shall not include the following: (i) the I-Net fund pursuant to Section 3.2(h); (ii) the PEG Access and Educational Technology Capital funding pursuant to Section 6.5; (iii) the existing PEG Access/Community Programming equipment pursuant to Section 6.6 supra; (iv) any interest due to the Town because of late payments to the Issuing Authority or it design(s); (v) the costs related to any liquidated damages pursuant to Section 11.2; (vi) any payment excluded from the definition of the term "franchise fee" pursuant to Sections 622(g)(2) of the Cable Act; and (vii) the FCC regulatory fee, unless and until said FCC regulatory fee is determined to be a Franchise Fee by the FCC or a court of competent jurisdiction.

#### **Section 7.3 – PAYMENT**

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, no later than March 15<sup>th</sup> of each year, unless provided for otherwise under applicable law.



#### **Section 7.4 – OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS**

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges of general applicability shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or other communications service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

#### **Section 7.5 – LATE PAYMENT**

In the event that the License Fees herein required are not tendered to the Town on or before the dates required by this Article 7 or applicable law, interest due on such fee payment shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.5 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "Franchise Fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

#### **Section 7.6 – RECOMPUTATION**

(a) Tender or acceptance of any payment, including any payment of a License Fee or any payment required in Article 6 of this Renewal License shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under Article 6 or Section 7.5. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, and shall occur in no event later than two (2) years after the subject payment has been tendered.

(b) If the Issuing Authority has reason to believe that any such payments are incorrect, the Licensee shall have thirty (30) business days after a written request from the Issuing Authority to provide the Town with additional information documenting and verifying the

accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s).

(c) If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the Town and/or its designee(s), without interest charges of any kind.

#### **Section 7.7 – AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to the Town of Arlington.

#### **Section 7.8 – METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and provided to the Board of Selectmen, unless the Licensee is otherwise notified in writing by the Issuing Authority.

## **ARTICLE 8**

### **RATES & CHARGES**

#### **Section 8.1 – RATE REGULATION**

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

#### **Section 8.2 – NOTIFICATION OF RATES AND CHARGES**

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all Cable Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Cable Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade Cable Service or terminate Cable Service altogether without any charge. Change of Cable Service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 12.4**.

#### **Section 8.3 – NON-DISCRIMINATORY RATES**

All of the Licensee's rates for Cable Service shall be non-discriminatory. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

#### **Section 8.4 – CREDIT FOR SERVICE INTERRUPTION**

In accordance with applicable law, in the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

## ARTICLE 9

### INSURANCE & BONDS

#### Section 9.1 – INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, as obtained and renewed, copies of the certificates of insurance for the following policies:

(a) A commercial general liability insurance policy, written on an occurrence basis, on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance, operation or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) A property damage insurance policy, written on an occurrence basis, naming the Town, its officers, boards, commissions, committees, agent and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00).

(c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(i) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(ii) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(d) Workers Compensation in the minimum amount of the statutory limit.

(e) The Licensee shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000.00) umbrella form over all other insurance required by this Section 9.1.

- (f) The following conditions shall apply to the insurance policies required herein:
- (i) Such insurance shall commence no later than the Effective Date of the Renewal License.
  - (ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
  - (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.
  - (iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.
  - (v) The Licensee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.
  - (vi) The Licensee shall require that every one of its contractors and their subcontractors are covered by the Licensee's insurance as required herein or, in the alternative, carry in full force and effect, the same insurance in the same minimum amounts and meeting the same requirements as required in this Section 9.1.
  - (vii) The Licensee shall be responsible for all deductibles.
  - (viii) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all liability insurance policies.
  - (ix) Neither this Section 9.1, nor the provision of insurance or insurance proceeds pursuant to this Section 9.1, shall limit the liability of the Licensee pursuant to this Renewal License.
  - (x) The Licensee shall provide a certificate of insurance to the Issuing Authority which Certificate shall contain, at a minimum, a thirty (30) day notice of cancellation or reduction in the coverage amount(s). A new certificate of insurance shall be provided by the Licensee to the Issuing Authority prior to the effective date of any renewal, new or additional insurance.

## **Section 9.2 – PERFORMANCE BOND**

- (a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License, a faithful performance bond running to the Town and in a form satisfactory to the Issuing Authority (however, the Issuing Authority shall not unreasonably deem a bond's form to be unsatisfactory), with good and sufficient surety licensed to do business in the

Commonwealth of Massachusetts in the sum of Fifty Thousand Dollars (\$50,000). Said bond shall be upon the terms and conditions specified in M.G.L. 166A § 5(K) and the faithful performance and discharge of all obligations imposed by the Renewal License, subject to the provisions of 11.1 and 11.2 below.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town pursuant to the terms and conditions of such bond. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the sum of Fifty Thousand Dollars (\$50,000.00) required herein. Neither this section, nor any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

(d) The performance bond required herein shall contain an explicit endorsement stating that such performance bond is intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this performance bond shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

### **Section 9.3 – INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. Indemnified expenses shall include reasonable attorneys' fees and costs provided that the Town shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority upon receipt of a claim(s) for which indemnification is sought and, in the event of a legal action against the Town, the Issuing Authority or its designee promptly forwards to the Licensee a copy of the legal complaint served upon the Town. If the Issuing Authority determines that it is necessary for it to employ separate counsel, such costs shall be the responsibility of the Issuing Authority and shall in no manner be

the responsibility of the Licensee. The Licensee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Licensee

## **ARTICLE 10**

### **ADMINISTRATION & REGULATION**

#### **Section 10.1 – REGULATORY AUTHORITY**

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of alleged non-compliance pursuant to Section 11.1 infra.

#### **Section 10.2 – PERFORMANCE EVALUATION HEARINGS**

(a) The Licensee, if requested in writing by the Issuing Authority, shall attend a performance evaluation hearing by the Issuing Authority or its designee, once per year. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town subject to Section 13.1 (b) herein. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance hereunder and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If non-compliance is found which could result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

#### **Section 10.3 – NONDISCRIMINATION**

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination for the term of this Renewal License. This Section 10.3



shall not affect the right of the Licensee to offer discounts in compliance with applicable law and regulations.

#### **Section 10.4 – EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or disaster in the Town, it shall become necessary as a result of an emergency in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

#### **Section 10.5 – REMOVAL AND RELOCATION**

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is deemed by the Issuing Authority and/or its designee(s) to be dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee may require an itemized invoice detailing, including but not limited to, the number of hours, the hourly rate used, materials used and any other miscellaneous costs occurred as a result of said removal or relocation. The Licensee shall reimburse the Issuing Authority the cost and expense of such removal within sixty (60) days of submission of a bill thereof.

#### **Section 10.6 – INSPECTION**

The Issuing Authority or its designee(s) shall have the right to inspect the plant or equipment of the Licensee in the Town at reasonable times and under reasonable circumstances; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable advance written notice to the Licensee. The Licensee may have a representative present during such inspections.

#### **Section 10.7 – JURISDICTION/VENUE**

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

## ARTICLE 11

### DETERMINATION OF BREACH, LIQUIDATED DAMAGES, LICENSE REVOCATION

#### Section 11.1 – DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) Respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) Cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law; and/or
- (vi) invoke any other lawful remedy available to the Town.

## **Section 11.2 – LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by hand delivery with a signed receipt or by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority subsequently makes a determination of default pursuant to Section 11.1(d) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(2) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of this Renewal License in accordance with Section 2.6 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the provisions of Section 3.2 herein, One Hundred Dollars (\$100.00) per day, for each day such non-compliance continues.

(4) For failure to comply with the FCC technical standards, pursuant to Section 3.5 herein, Two Hundred Dollars (\$200.00) per day, for each day such non-compliance continues.

(5) For failure to comply with a PEG Access provision in accordance with the requirements in Article 6, Sections 6.8, herein, One Hundred Fifty Dollars (\$150.00) per day, for each day that any such non-compliance continues.

(b) Such liquidated damages shall not be a limitation upon any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time pursuant to Section 11.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

## **Section 11.3 – REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law and subject to the provisions of Section 11.1 above, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein. Any such revocation of this Renewal License shall be after a public hearing by the Issuing Authority subject to the appeals provisions of M.G.L. 166A § 14 or any other rights available to the Licensee.

**Section 11.4 – NON-EXCLUSIVITY OF REMEDY**

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

**Section 11.5 – NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town or of the Licensee under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) A waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town or the Licensee at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

## ARTICLE 12

### SUBSCRIBER RIGHTS & CONSUMER PROTECTION

#### Section 12.1 – TELEPHONE ACCESS

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) The Licensee shall maintain sufficient customer service representatives in its main customer service call center in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 12.3**, during Normal Business Hours, as defined therein.

(c) The Licensee's main customer service call center shall have a publicly listed local or toll-free telephone number for Arlington Subscribers, unless required otherwise by applicable law.

(d) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions (as defined in §76.309(c)(4)(ii) telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standard shall be met no less than ninety (90%) percent of the time under normal operating conditions, measured on a quarterly basis.

(e) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operation conditions.

(f) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's customer service department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

## **Section 12.2 – INSTALLATION VISITS - SERVICE CALLS - RESPONSE TIME**

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrower interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) Consistent with applicable law, the Licensee shall respond to requests for service or repair with respect to Cable Service in a timely manner.

(c) A Subscriber Complaint or request for service or repair with respect to Cable Service received after Normal Business Hours shall be acted upon the next business day.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls, and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(e) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(f) The Licensee shall remove all Subscriber Drop Cables, within twenty-one (21) days of receiving a request from a Subscriber to do so.

## **Section 12.3 – FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 12.3**.

## **Section 12.4 – BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 12.4**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;

- (ii) Notification of Services, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

### **Section 12.5 – COMPLAINT RESOLUTION PROCEDURES**

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber chooses to participate in further processing of the Complaint, the Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of complaints.

#### **Section 12.6 – EMPLOYEE IDENTIFICATION CARDS**

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to display, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee.

#### **Section 12.7 – PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

#### **Section 12.8 – PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any Cable Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

#### **Section 12.9 – MONITORING**

(a) The Licensee and the Town shall comply at all times as applicable with Section 631 of the Cable Act (47 U.S.C. 551) "Protection of Subscriber Privacy", as may be amended.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).



**Section 12.10 – DISTRIBUTION OF SUBSCRIBER INFORMATION**

(a) In accordance with applicable law, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

- (i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber; and/or
- (ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed
- (iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or (ii) the nature of the transaction made by the Subscriber over the Cable System

**Section 12.11 – POLLING BY CABLE**

Pursuant to applicable law, no poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

**Section 12.12 – INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

**Section 12.13 – SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee's General Manager. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

#### **Section 12.14 – PRIVACY STANDARDS REVIEW**

The Issuing Authority and the Licensee shall periodically review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

#### **Section 12.15 – RESPECT FOR PRIVATE PROPERTY**

Nothing herein shall be construed as authorizing access or entry onto private property, or any other property by the Licensee, where such right to access or entry is not otherwise provided by law, the Subscriber Cable Service agreement or this License.

## **ARTICLE 13**

### **REPORTS, AUDITS & PERFORMANCE TESTS**

#### **Section 13.1 – GENERAL**

(a) Upon the written request of the Issuing Authority, the Licensee shall timely submit to the Town any information which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. If it is agreed by the parties that such information is proprietary, then any obligation pursuant to Section 13.1(a) is not applicable. In the event of a disagreement the Licensee shall have all rights available under applicable law to challenge or appeal to the appropriate appellate entities, the determination of the Town.

#### **Section 13.2 – FINANCIAL REPORTS**

(a) Upon written request by the Issuing Authority and in accordance with applicable law, after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with the Cable Division Form 200 showing a balance sheet sworn to by the Licensee's authorized financial representative. Said forms shall contain such financial information as required by state and/or federal law.

(b) The Licensee shall also provide any other reports required by State and/or federal law that are required to be provided to the Issuing Authority.

#### **Section 13.3 – CABLE SYSTEM INFORMATION**

Upon written request by the Issuing Authority, the Licensee shall file annually with the Issuing Authority a report of the number of Basic Service Subscribers.

#### **Section 13.4 – IN-HOUSE TELEPHONE REPORTS**

To establish the Licensee's compliance with the requirements of Sections 12.1 and 12.5 of this Renewal License, the Licensee shall provide, upon written request of the Issuing Authority, but not more than once annually, the Issuing Authority with a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under

normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis); and (ii) confirmation that, under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

### **Section 13.5 – SUBSCRIBER COMPLAINT REPORTS**

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of the Cable Division Form 500, a copy of which is attached hereto as **Exhibit 13.5**, to the Issuing Authority or its designee(s).

### **Section 13.6 – ANNUAL PERFORMANCE TESTS**

Upon the written request of the Issuing Authority, the Licensee shall provide to the Issuing Authority copies of performance tests to the Issuing Authority, consistent with the FCC regulations set out in 47 C.F.R. §76.601 et seq.

### **Section 13.7 – QUALITY OF SERVICE**

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service, the Issuing Authority shall cite specific facts which cast such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

### **Section 13.8 – DUAL FILINGS**

If requested in writing by the Issuing Authority or Licensee, the Licensee and the Issuing Authority shall provide to one another copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 supra.

### **Section 13.9 – INVESTIGATION**

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

## **ARTICLE 14**

### **EMPLOYMENT**

#### **Section 14.1 – EQUAL EMPLOYMENT OPPORTUNITY**

The Licensee shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

#### **Section 14.2 – NON-DISCRIMINATION**

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

## **ARTICLE 15**

### **MISCELLANEOUS PROVISIONS**

#### **Section 15.1 – ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

#### **Section 15.2 – CAPTIONS**

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

#### **Section 15.3 – SEVERABILITY**

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect on the term of the Renewal License.

#### **Section 15.4 – ACTS OR OMISSIONS OF AFFILIATES**

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

#### **Section 15.5 – RENEWAL LICENSE EXHIBITS**

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License.

#### **Section 15.6 – WARRANTIES**

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State; and
- (ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License.
- (iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;
- (iv) There is no action or proceedings pending against the Licensee as of the Effective Date of this Renewal License that would interfere with its performance of this Renewal License; and
- (v) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

#### **Section 15.7 – FORCE MAJEURE**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; environmental conditions not caused by the Licensee and unavailability of essential equipment, services and/or materials and/or other matters beyond the reasonable control of the Licensee, the Issuing Authority or the Town.

#### **Section 15.8 – REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

**Section 15.9 – SUBSCRIBER TELEVISION SETS**

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

**Section 15.10 – APPLICABILITY OF RENEWAL LICENSE**

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

**Section 15.11 – NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered with a signature acknowledgment, or sent by certified mail/return receipt requested to the following addresses or such other address(es) as the Issuing Authority may specify in writing to the Licensee:

Board of Selectmen  
Arlington Town Hall  
730 Massachusetts Avenue  
Arlington, MA 02476

(b) Notices served upon the Issuing Authority pursuant to 15.11 (a) above, which subject matter relates specifically and solely to this Renewal License, shall be copied and mailed to:

Arlington Cable Advisory Committee  
Arlington Town Hall  
730 Massachusetts Avenue  
Arlington, MA 02476

(c) Every notice served upon the Licensee shall be delivered or, sent by express mail (signature required) or by certified mail/return receipt requested to the following addresses or such other address(es) as the Licensee may specify in writing to the Issuing Authority:

Comcast Cable Communications, Inc.  
Attn: Senior Director of Government & Community Relations  
28 Travis Street  
Allston, Massachusetts 01810

with copies to:

Comcast Cable Communications, Inc.  
Attn: Vice President of Government Affairs  
676 Island Pond Road  
Manchester, New Hampshire 03109



and

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
1500 Market Street  
Philadelphia, Pennsylvania 19102

(d) Delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

**Section 15.12 – NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to Section 635A (a - d) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief.

**Section 15.13 – TOWN'S RIGHT OF INTERVENTION**

The Town hereby reserves to itself, and the Licensee acknowledges, the Town's right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this Section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

**SIGNATURE PAGE**

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Arlington, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts I, Inc. this 26<sup>th</sup> Day of July, 2006.

**TOWN OF ARLINGTON**

By:

\_\_\_\_\_  
Kevin F. Greeley, Chairman  
Board of Selectmen

\_\_\_\_\_  
Annie Lacourt, Vice Chairman  
Board of Selectmen

\_\_\_\_\_  
John W. Hurd  
Board of Selectmen

\_\_\_\_\_  
Diane Mahon  
Board of Selectmen

\_\_\_\_\_  
Clarissa Rowe  
Board of Selectmen

**COMCAST OF MASSACHUSETTS I, Inc.**

\_\_\_\_\_  
Kevin M. Casey  
President  
Northern Division

**Approved as to legal form:**

\_\_\_\_\_  
William H. Solomon  
Special Cable Counsel

\_\_\_\_\_  
John F. Maher  
Town Counsel

**Exhibit 3.2 (a)**

**Licensee Pre-Institutional Network Transition Date Locations**

Town Hall  
Arlington Center Fire Station  
Highland Fire Station  
Park Circle Fire Station  
Community Safety Building  
Town Yard  
Robbins Library (Main)  
Fox Brach Library  
Central School/Senior Center  
Arlington High School  
Gibbs Junior High School/Center for the Arts  
Ottoson Junior High School  
Bishop School  
Brackett School  
Dallin School  
Hardy School  
Stratton School  
Pierce School  
Thompson School  
Jarvis House  
Arlington Boys & Girls Club  
Veterans Sports Arena  
Arlington Catholic High School  
Robbins House  
Water Department  
Spy Pond Field House  
Access Studio at Old Dallin Library

**Exhibit 3.2 (b)**

**Licensee Post-Institutional Network Transition Date Locations**

Gibbs Junior High School/Center for the Arts

Arlington Boys and Girls Club

Arlington Catholic High School

Spy Pond Field House

**Exhibit 3.2(f)**

**Non-Licensee Maintained Institutional Network Locations**

Arlington Center Fire Station  
Highland Fire Station  
Park Circle Fire Station  
Community Safety Building  
Robbins Library  
Fox Branch Library  
Town Hall  
Town Yard  
Water Department  
Veterans Sports Arena  
Central School / Senior Center  
Arlington High School  
Ottoson Junior High School  
Bishop School  
Brackett School  
Dallin School  
Hardy School  
Stratton School  
Pierce School  
Thompson School  
Jarvis House  
Robbins House

**Exhibit 5.2(a)**

**Broad Categories of Programming**

- News Programming
- Sports Programming
- Public Affairs Programming
- Children's Programming
- Local Programming

**Exhibit 5.6**

**Drops, Outlets and Monthly Cable Service to Public Buildings and Schools**

Arlington High School  
Ottoson Junior High School  
Bishop School  
Brackett School  
Dallin School  
Hardy School  
Stratton School  
Pierce School  
Thompson School  
Arlington Center Fire Station  
Community Safety Building  
Highland Fire Station  
Park Circle Fire Station  
Robbins House  
Town Hall  
Town Yard  
Water Department  
Robbins Library  
Fox Branch Library  
Jarvis House  
Jefferson Cutter House  
Arlington Senior Center  
Access Studio at Old Dallin Library  
I-Net Origination Locations included in Exhibit 3.2(b), attached

**Exhibit 6.6 Studio Equipment**

*Please see following page(s).*



Arlington Studio Equipment List  
Arlington, Massachusetts

7/24/2006

Location	Owner	Qty.		Manufacturer	Model	Serial No.
CIRVEDA	COMCAST	1	audio deck - cd player	JVC	XL-Z411	9498498
CIRVEDA	COMCAST	1	audio distribution amplifier	Sigma Electronics	ADA-210	8990018
CIRVEDA	COMCAST	1	audio mixer	Soundcraft	Spirit Live 42	RW5222002119
CIRVEDA	COMCAST	1	audio mixer power unit	Soundcraft	Spirit	RW8005007264
CIRVEDA	COMCAST	1	audio monitor - speaker	Klipsch	KP-101B	76492641
CIRVEDA	COMCAST	1	audio monitor - speaker	Klipsch	KP-101B	76492661
CIRVEDA	COMCAST	1	audio power amplifier	Crown	D-75	A056058
CIRVEDA	COMCAST	1	audio power amplifier	QSC	RMX-850	40036115
CIRVEDA	COMCAST	3	camera adaptor (studio)	Sony	CMA-8	n/a
CIRVEDA	COMCAST	1	camera control unit (studio)	Sony	CCUM3	70179
CIRVEDA	COMCAST	1	camera control unit (studio)	Sony	CCUM3	70180
CIRVEDA	COMCAST	1	camera control unit (studio)	Sony	CCUM3	70181
CIRVEDA			character generator computer			
CIRVEDA	COMCAST	1	w/keyboard	AVS	Manuscript Elite	9610/1277CE
CIRVEDA	COMCAST	2	data transfer switch (9 pin AB switch)	unknown	unknown	none
CIRVEDA	COMCAST	1	edit controller	Panasonic	AGA-850	L9A3901DI
CIRVEDA	COMCAST	1	furniture - edit/studio console	not applicable	not applicable	none
CIRVEDA	COMCAST	1	headphone - studio w/mic	beyerdynamic	DT-108	n/a
CIRVEDA	COMCAST	1	Hi-volt lamp power supply	Teatronics	1224 Genesis	92-05-021
CIRVEDA	COMCAST	1	intercom system power supply	RTS	PS8	174663
CIRVEDA	COMCAST	1	intercom system TW user station	RTS	RM-300	172288
CIRVEDA	COMCAST	1	lamp dimmer switcher	Lighting Innovations	Procon II	91-09-005
CIRVEDA	COMCAST	1	leveler	Symetrix	421-AGC	494AAU
CIRVEDA	COMCAST	1	leveler	Symetrix	421-AGC	494AAW
CIRVEDA	COMCAST	1	switcher	Echolab	MVS-5	M5428
CIRVEDA	COMCAST	1	switcher power unit	Echolab	MVS	M5427
CIRVEDA	COMCAST	1	synchronization generator	Sigma Electronics	TSG-440	1000001
CIRVEDA	COMCAST	1	lbc	For.A	FA-220	3400733
CIRVEDA	COMCAST	1	vectorscope	Videotek	VSM-61	20000599
CIRVEDA	COMCAST	1	video deck - 3/4 recorder	Sony	VO-9800	14745
CIRVEDA	COMCAST	1	video deck - 3/4 recorder	Sony	VO-9850	72895
CIRVEDA	COMCAST	1	video deck - hi8 recorder	Sony	EVO-9500A	18299
CIRVEDA	COMCAST	1	video deck - SVHS player	Panasonic	AG-DS545	L9TC00072
CIRVEDA	COMCAST	1	video deck - SVHS player	Panasonic	AG-DS545	L9TC00078
CIRVEDA	COMCAST	1	video deck - SVHS recorder	Panasonic	AG-DS555	L9TC00001
CIRVEDA	COMCAST	1	video deck - VHS (dub station)	Panasonic	AG-1310	E6KN02470
CIRVEDA	COMCAST	1	video deck - VHS (dub station)	Panasonic	AG-1310	E6KN02472
CIRVEDA	COMCAST	1	video delay & pulse	Allen Avionics	VP0635	n/a
CIRVEDA	COMCAST	1	video distribution amplifier	Sigma Electronics	VDA-100A	100024
CIRVEDA	COMCAST	1	video distribution amplifier	Sigma Electronics	VDA-100A	100025
CIRVEDA	COMCAST	1	video distribution amplifier	Sigma Electronics	VDA-100A	5980042
CIRVEDA	COMCAST	1	video monitor	JVC	TM-9U (A)	6301637
CIRVEDA	COMCAST	1	video monitor	JVC	TM-9U (A)	12200724
CIRVEDA	COMCAST	1	video monitor	JVC	TM-9U (A)	12200750
CIRVEDA	COMCAST	1	video monitor	JVC	TM-A9U	13410144
CIRVEDA	COMCAST	1	video monitor	Panasonic	BT-S1300N	FQ5520193
CIRVEDA	COMCAST	1	video monitor	Panasonic	CT-S1390Y	MB92910172
CIRVEDA	COMCAST	1	video monitor	Panasonic	CT-S1390Y	MB92910178
CIRVEDA	COMCAST	1	video monitor - B/W	Panasonic	WV-5360	29Z01883
CIRVEDA	COMCAST	1	video monitor - B/W	Panasonic	WV-5370A	73U00652
CIRVEDA	COMCAST	1	video monitor - B/W	Panasonic	WV-5370A	73U00653
CIRVEDA	COMCAST	1	video monitor (AVS monitor)	JVC	BM-H1300SU	16030546
CIRVEDA	COMCAST	1	video/audio switcher	Videotek	RS-10A	n/a
CIRVEDA	COMCAST	1	wave form monitor	Videotek	TSM-61	20000598
CIRVEDA	COMCAST	1	audio deck - cd player	RCA	1050M-C	147041
CIRVEDA	COMCAST	1	audio mixer - Spirit Folio SX	Soundcraft	RW 5347	RW5347003893
CIRVEDA	COMCAST	2	audio monitor - speaker	Roland	MA-8	EM85799
CIRVEDA	COMCAST	1	camera - ac-adaptor	Sony	CMA-7	14300

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Location	Owner	Qty.	Manufacturer	Model	Serial No.	
QTR1000	COMCAST	1	camera - ac-adaptor	Sony	CMA-8	14514
QTR1000	COMCAST	1	computer - external drive	JEMS	JDU-03782	JDU03782
QTR1000	COMCAST	1	computer - power mac	Macintosh	G4	XB0261KQHSF
QTR1000	COMCAST	1	edit controller	Sony	PVE-500	702622
QTR1000	COMCAST	1	intercom system power supply	RTS	PS15	10904
QTR1000	COMCAST	1	intercom system splitter 1x5	RTS	TW5W	n/a
QTR1000	COMCAST	1	intercom system TW user station	RTS	RM-300	530440T
QTR1000	COMCAST	1	portable system camera	Panasonic	WV-DS5000	87A00127
QTR1000	COMCAST	1	portable system camera	Panasonic	DS100	1YA00485
QTR1000	COMCAST	1	tbc	For.A	FA-210	2431858
QTR1000	COMCAST	1	video deck - 3/4 recorder	Sony	VO9800	11451
QTR1000	COMCAST	1	video deck - SVHS player	Panasonic	AG-DS545	L9TC00064
QTR1000	COMCAST	1	video deck - SVHS recorder	Panasonic	AG-DS555	K9TC00083
QTR1000	COMCAST	1	video deck - SVHS recorder	Panasonic	AG-DS555	O9TC00038
QTR1000	COMCAST	1	video monitor	Panasonic	BT-S901Y	KA3120251
QTR1000	COMCAST	1	video monitor - triple screen 1of3	Panasonic	WV-5203B	122645
QTR1000	COMCAST	1	video monitor - triple screen 2of3	Panasonic	WV-5203B	122644
QTR1000	COMCAST	1	video monitor - triple screen 3of3	Panasonic	WV-5203B	122643
QTR1000	COMCAST	1	video switcher	Panasonic	WJ-22	32201004
QTR1000	COMCAST	1	video switcher	Panasonic	WJ-22	45200555
ED1000	COMCAST	1	edit controller	Sony	RM-450	76190
ED1000	COMCAST	1	video deck 3/4"	Sony	VO5850	75683
ED1000	COMCAST	1	video monitor	Panasonic	CT-S1390Y	MB92890141
ED1000	COMCAST	1	audio monitor - speaker	Roland	MA-8	DM05647
ED1000	COMCAST	1	computer video monitor	Sony	multiscan E210	9026343
ED1000	COMCAST	1	computer video monitor	Sony	multiscan E210	9026348
ED1000	COMCAST	1	video deck 3/4"	Sony	VO5800	31321
ED1000	COMCAST	1	video monitor	JVC	TM-1400SU	16039831
EQRM1000	COMCAST	1	AC power/battery charger	JVC	AAG10U	7911137
EQRM1000	COMCAST	1	audio mixer	Shure	M-267	312371
EQRM1000	COMCAST	1	battery charger	Aspen Electronics	LBC-4	AEI90004
EQRM1000	COMCAST	1	battery charger	Aspen Electronics	LBC-4	AEI90070
EQRM1000	COMCAST	1	cable analyzer	Comprehensive	CA-7	n/a
EQRM1000	COMCAST	1	cable box	COMCAST	8610X558	F1681CRSM62AD030
EQRM1000	COMCAST	1	cable box	COMCAST	8610X558	FK770CVC6503533
EQRM1000	COMCAST	1	cable box	COMCAST	8610X558	GB970BNJP693FF02
EQRM1000	COMCAST	1	camcorder - digital #1	Panasonic	AG-EZ30UP	K9SA10108
EQRM1000	COMCAST	1	camcorder - digital #2	Panasonic	AG-EZ30UP	K9SA10125
EQRM1000	COMCAST	1	camcorder - digital #3	Panasonic	AG-EZ30UP	K9SA10126
EQRM1000	COMCAST	1	camcorder #1	Panasonic	AG-450	B9HD00412
EQRM1000	COMCAST	1	camcorder #3	Panasonic	AG-450	J9HDO0619
EQRM1000	COMCAST	1	camcorder #4	Panasonic	AG-456	DOHB00264
EQRM1000	COMCAST	1	camcorder #5	Panasonic	AG-456	K9HB00651
EQRM1000	COMCAST	1	camcorder #6	Panasonic	AG-456	10HB00169
EQRM1000	COMCAST	10	camcorder batteries - mini dv	Panasonic	AG-BP15P	n/a
EQRM1000	COMCAST	6	camcorder batteries (456)	Panasonic	AG-BP-20D	n/a
EQRM1000	COMCAST	1	camera	Hitachi	FP7	4040002
EQRM1000	COMCAST	1	camera - ac-adaptor	Sony	CMA-8	14875
EQRM1000	COMCAST	1	camera - Hitachi FP7 ac power adapter	Hitachi	AP-60AU	3072668
EQRM1000	COMCAST	1	computer monitor	Quimax	DM-2214	S01-1400921
EQRM1000	COMCAST	1	headphone	AKG	K240	n/a
EQRM1000	COMCAST	1	headphone	audio-technica	ATH-M2X	n/a
EQRM1000	COMCAST	5	headphone - studio w/mic	beyerdynamic	DT-109	n/a
EQRM1000	COMCAST	2	impedance transformer	Whirlwind	IMP2	n/a
EQRM1000	COMCAST	1	lamp kit	Lowell	DP	n/a
EQRM1000	COMCAST	1	lamp kit	Lowell	Omni	n/a
EQRM1000	COMCAST	1	lamp kit	Lowell	Pro	n/a

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Location	Owner	Qty.	Manufacturer	Model	Serial No.	
FORN	COMCAST	1	lamp kit - battery powered	Anton Bauer	Ultra Light	n/a
FORN	COMCAST	1	lens focus control, Fujinon	Fujinon	CFH-3	n/a
FORN	COMCAST	1	lens zoom control, Canon	Canon	ZSD-15M	n/a
FORN	COMCAST	1	microphone - boom mic	Sennheiser	K3-U Screen ME88	n/a
FORN	COMCAST	2	microphone - clip-on	Countryman Assoc	TV-H	n/a
FORN	COMCAST	1	microphone - clip-on	Sony	ECM-44B	n/a
FORN	COMCAST	1	microphone - clip-on	Sony	ECM-55B	n/a
FORN	COMCAST	4	microphone - clip-on	Sony	ECM-30	n/a
FORN	COMCAST	1	microphone - condenser mics	Sennheiser	MD-421-U5	22925
FORN	COMCAST	1	microphone - condenser mics	Sennheiser	MD-421-U5	22927
FORN	COMCAST	1	microphone - hand-held	Shure	Prologue	n/a
FORN	COMCAST	2	microphone - hand-held	Shure	SM58	n/a
FORN	COMCAST	2	microphone - pzm	Realistic	33-1090A	n/a
FORN	COMCAST	2	microphone - wireless	Shure	T2	n/a
FORN	COMCAST	1	microphone - wireless receiver	Shure	T-4V	910964671
FORN	COMCAST	1	microphone - wireless receiver	Shure	VP3-V	n/a
FORN	COMCAST	2	microphone stand w/boom	beyerdynamic	unknown	n/a
FORN	COMCAST	2	microphone stand w/boom	AKG	unknown	n/a
FORN	COMCAST	5	microphone tabletop stand	ATLAS	DS-5S	n/a
FORN	COMCAST	1	Pan & Tilt Unit	Panasonic	WB7225	62200083
FORN	COMCAST	1	remote cameras - color	Panasonic	WV CL354	52B09069
FORN	COMCAST	1	Remote Control Unit	Panasonic	WV7330	62T00556
FORN	COMCAST	1	tester - battery, bulb, fuse	Sonin	rapitest	n/a
FORN	COMCAST	1	tripod	Bogen	3068	n/a
FORN	COMCAST	2	tripod	ITE	T-40	n/a
FORN	COMCAST	2	tripod lightweight	Quickset	5-95818-DV	n/a
FORN	COMCAST	1	video deck - SVHS recorder(portable)	Panasonic	AG-7400	IOTA00010
FORN	COMCAST	1	video monitor	JVC	TM-22U	12501157
FORN	COMCAST	1	video monitor	JVC	TM-22U	9102694
FORN	COMCAST	1	video monitor	JVC	TM-22U	12103118
FORN	COMCAST	1	video monitor	JVC	TM-22U	12103168
FORN	COMCAST	1	video monitor	JVC	TM-41AU	7603578
FORN	COMCAST	1	video SVHSdeck - portable recorder	JVC	BR-S405U	8910522
FORN	COMCAST	1	viewfinder	Sony	DXF-3000	21057
FORN	COMCAST	1	viewfinder	Sony	DXF-3000	21393
GENERAL	COMCAST	8	telephones	AT&T	922	n/a
GENERAL	COMCAST	1	television	Sony	KV-1923	n/a
TESTORAGE	COMCAST	1	B/W Monitor	Ultrak Inc.	KM-12	11200290
TESTORAGE	COMCAST	1	computer monitor	NEC	A500	JC-1576VMA
TESTORAGE	COMCAST	1	computer monitor	NEC	XV17+	JC-1745UMA-1
TESTORAGE	COMCAST	3	data switch A/B	GC Electronics	DB-9AB	n/a
TESTORAGE	COMCAST	1	edit controller	Panasonic	AGA350	L9A3367QT
TESTORAGE	COMCAST	1	edit controller	Sony	RM-450	71644
TESTORAGE	COMCAST	1	furniture - metal bookcase 4x3	not applicable	not applicable	n/a
TESTORAGE	COMCAST	1	leveler	Symetrix	421-AGC	195AAX421
TESTORAGE	COMCAST	1	modulator	Blonder Tongue Lab	Am Series	n/a
TESTORAGE	COMCAST	1	modulator	Jerrold Gen. Inst.	S450M	C7030198164
TESTORAGE	COMCAST	1	Small TV	Sony	KV9400	803302
TESTORAGE	COMCAST	1	switcher	JVC	KM-2000	10251741
TESTORAGE	COMCAST	1	switcher	Videotek	RS10A	n/a
TESTORAGE	COMCAST	1	tbc	For.A	FA-410	940208
TESTORAGE	COMCAST	1	video deck - 3/4 playback	Sony	VP-7000	17587
TESTORAGE	COMCAST	1	video deck - 3/4 recorder	Sony	VO5850	26489
TESTORAGE	COMCAST	1	video deck 3/4"	Sony	VO5800	75998
TESTORAGE	COMCAST	1	video deck 3/4"	Sony	VO5800	15684
TESTORAGE	COMCAST	1	zip drive (mac)	Imega	zip100	RAD613Q166
WORM	COMCAST	8	furniture-brown chairs	not applicable	not applicable	n/a
WORM	COMCAST	2	furniture-wood bookcase 7x5	not applicable	not applicable	n/a

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Location	Owner	Qty.	Manufacturer	Model	Serial No.	
PLAYBACK	COMCAST	1	battery back up power	APC	Back-ups 650	NB9839028227
PLAYBACK	COMCAST	1	computer monitor	Sony	17sfl	2109689
PLAYBACK	COMCAST	1	computer w/keyboard	Macintosh	7100/80	FC5373PA44H
PLAYBACK	COMCAST	1	furniture - computer desk stand	not applicable	not applicable	n/a
PLAYBACK	COMCAST	1	furniture - computer desk stands	not applicable	not applicable	n/a
PLAYBACK	COMCAST	1	leveler - audio	FM Systems	ALM 771	W12001
PLAYBACK	COMCAST	1	leveler - video	FM Systems	VM 771	W10028
PLAYBACK	COMCAST	1	modulator	Cadco	M369	K32151
PLAYBACK	COMCAST	1	programmer	Leightronix	Pro 16	09149PRO
PLAYBACK	COMCAST	1	TBC	For.A	FA-400	1430631
PLAYBACK	COMCAST	1	tuner - digital	Rolls	RS78B	9934587
PLAYBACK	COMCAST	1	video deck - 3/4 playback #11	Sony	VP-7000	10977
PLAYBACK	COMCAST	1	video deck - 3/4 playback #12	Sony	VP-7000	73117
PLAYBACK	COMCAST	1	video deck - 3/4 playback #13	Sony	VP-7020	77263
PLAYBACK	COMCAST	1	video deck - 3/4 playback #14	Sony	VP-7000	14569
PLAYBACK	COMCAST	1	video deck - 3/4 playback #15	Sony	VP-9000	17383
PLAYBACK	COMCAST	1	video deck - 3/4 playback #16	Sony	VP-7020	81417
PLAYBACK	COMCAST	1	video deck - SVHS playback	JVC	BR-S378U	069X0271
PLAYBACK	COMCAST	1	video deck - SVHS playback	Sony	SVO-2000	811827
PLAYBACK	COMCAST	1	video deck - SVHS playback	Sony	SVO-2000	811828
PLAYBACK	COMCAST	1	video deck - SVHS playback	Sony	SVO-2000	812127
PLAYBACK	COMCAST	1	video deck - SVHS playback	Sony	SVO-2000	812139
PLAYBACK	COMCAST	1	video deck - SVHS playback	Sony	SVO-2000	812140
PLAYBACK	COMCAST	1	video deck - SVHS playback	Sony	SVO-2000	813400
PLAYBACK	COMCAST	1	video deck - SVHS player	Panasonic	AGDS545P	J29TC00021
PLAYBACK	COMCAST	1	video deck - VHS playback	JVC	BR-8600U	14013579
PLAYBACK	COMCAST	1	video monitor	Panasonic	CT-1382VY	MB20220180
PLAYBACK	COMCAST	1	video monitor	Sony	PVM-1380	5006582
PORTABLE	COMCAST	1	audio mixer	Shure	M-267	312384
PORTABLE	COMCAST	1	microphone stand - straight	AKG	unknown	n/a
PORTABLE	COMCAST	1	switcher	Panasonic	WJ-220R	12K00492
PORTABLE	COMCAST	1	switcher	Panasonic	WJ-5500A	139888
PORTABLE	COMCAST	1	switcher - A/V mixer	Panasonic	WJ-MX30	51A01273
PORTABLE	COMCAST	1	video distribution amplifier	ESE	ES247A/DC	9510
PORTABLE	COMCAST	1	video distribution amplifier	ESE	unknown	n/a
PORTABLE	COMCAST	1	video monitor	Panasonic	BT-S702N	KA7643971
PORTABLE	COMCAST	1	video monitor	Panasonic	BT-S702N	KA7644011
PORTABLE	COMCAST	1	video monitor	Panasonic	BT-S901Y	KA3120233
PORTABLE	COMCAST	1	video monitor - triple screen 1of3	Panasonic	WV-5203B	131765
PORTABLE	COMCAST	1	video monitor - triple screen 1of3	Panasonic	WV-5200B-U	1XIO1114
PORTABLE	COMCAST	1	video monitor - triple screen 2of3	Panasonic	WV-5203B	131766
PORTABLE	COMCAST	1	video monitor - triple screen 2of3	Panasonic	WV-5200B-U	1XIO1113
PORTABLE	COMCAST	1	video monitor - triple screen 3of3	Panasonic	WV-5203B	131767
PORTABLE	COMCAST	1	video monitor - triple screen 3of3	Panasonic	WV-5200B-U	1XIO1115
PORTABLE	COMCAST	1	computer monitor	MGC	PVP-6415	106102325
PORTABLE	COMCAST	1	audio mixer	Mackie Designs	CR1604	24964
PORTABLE	COMCAST	1	audio snake			n/a
PORTABLE	COMCAST	1	black burst generator	Burst Electronics	SG5	SF810
PORTABLE	COMCAST	1	camera - remote camera	Panasonic	DL354	5ZB09042
PORTABLE	COMCAST	1	camera - remote camera	Panasonic	DL354	5ZB09043
PORTABLE	COMCAST	1	camera - remote camera	Panasonic	DL354	5ZB09072
PORTABLE	COMCAST	1	camera - remote control unit	Panasonic	WV-7330	61T00398
PORTABLE	COMCAST	1	camera - remote control unit	Panasonic	WV-7330	61T00431
PORTABLE	COMCAST	1	camera - remote control unit	Panasonic	WV-7330	62T00555
PORTABLE	COMCAST	12	microphone	AKG	D541E	n/a
PORTABLE	COMCAST	1	microphone	ElectroVoice	RE16	n/a
PORTABLE	COMCAST	1	microphone tabletop stand	ATLAS	DS-5S	n/a
PORTABLE	COMCAST	1	modulator	Cadco	360HL	AJ2289

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Location	Owner	Qty.	Manufacturer	Model	Serial No.
STUDIO 1	COMCAST	1	Panasonic	WV-BM500	83W12884
STUDIO 2	COMCAST	1	Panasonic	WV-BM500	63W12885
STUDIO 3	COMCAST	1	Panasonic	WV-BM500	83W12886
STUDIO 4	COMCAST	1	Panasonic	AG-1310	E6KN02476
STUDIO 5	COMCAST	1	Panasonic	WJ-220R	
STUDIO 6	COMCAST	1	Kelsea	16+3	n/a
STUDIO 7	COMCAST	1	DOD	1222XL	AC77HA-10002
STUDIO 8	COMCAST	1	Burst Electronics	SG5	SF-742NTSC
STUDIO 9	COMCAST	1	Panasonic	CL354	53B17204
STUDIO 10	COMCAST	1	Panasonic	CL354	53B17232
STUDIO 11	COMCAST	1	Panasonic	WV-7330	54T00341
STUDIO 12	COMCAST	1	Panasonic	WV-7330	54T00348
STUDIO 13	COMCAST	1	AKG	K-141	n/a
STUDIO 14	COMCAST	6	Shure	BG 1.1	n/a
STUDIO 15	COMCAST	1	Realistic	33-1090A	n/a
STUDIO 16	COMCAST	1			n/a
STUDIO 17	COMCAST	5	ATLAS	DS-5S	n/a
STUDIO 18	COMCAST	1	Jerrold Gen. Inst.	S450M	07F0000223164
STUDIO 19	COMCAST	1	Panasonic	WVBM500U	4XW16824
STUDIO 20	COMCAST	1	Panasonic	WVBM500U	4XW16825
STUDIO 21	COMCAST	1	Panasonic	WVBM500U	4XW16826
STUDIO 22	COMCAST	1	Panasonic	WV7225	53Z00134
STUDIO 23	COMCAST	1	Panasonic	WV7225	53Z00135
STUDIO 24	COMCAST	1	Panasonic	AG2200	K4HE00460
STUDIO 25	COMCAST	1	Sigma Electronics	VDA-100A	1940080
STUDIO 26	COMCAST	1	Panasonic	WJ220R	1YK00353
STUDIO 27	COMCAST	2	Alesis	Monitor Two	n/a
STUDIO 28	COMCAST	1	Whirlwind	Medusa	n/a
STUDIO 29	COMCAST	1	Sony	DXC-3000A	64003
STUDIO 30	COMCAST	1	Sony	DXC-3000A	64027
STUDIO 31	COMCAST	1	Sony	DXC-3000A	64034
STUDIO 32	COMCAST	3	Fujinon	CFH-3	n/a
STUDIO 33	COMCAST	1	Fujinon	SRD 91	n/a
STUDIO 34	COMCAST	2	Fujinon	SRD 92	n/a
STUDIO 35	COMCAST	1	not applicable	not applicable	n/a
STUDIO 36	COMCAST	2	not applicable	not applicable	n/a
STUDIO 37	COMCAST	1	not applicable	not applicable	n/a
STUDIO 38	COMCAST	4	not applicable	not applicable	n/a
STUDIO 39	COMCAST	1	beyerdynamic	DT-108	n/a
STUDIO 40	COMCAST	3	beyerdynamic	DT-109	n/a
STUDIO 41	COMCAST	1	RTS	TW5W	50438
STUDIO 42	COMCAST	1	RTS	BP-300	175351
STUDIO 43	COMCAST	1	RTS	BP-300	175353
STUDIO 44	COMCAST	1	RTS	BP-300	175359
STUDIO 45	COMCAST	1	RTS	BP-300	175360
STUDIO 46	COMCAST	1	RTS	BP-300	175390
STUDIO 47	COMCAST	1	Lynn	FT 310T	n/a
STUDIO 48	COMCAST	1	Werner	6258	n/a
STUDIO 49	COMCAST	10	Mole-Richardson	407	n/a
STUDIO 50	COMCAST	2	Altman	650L	n/a
STUDIO 51	COMCAST	8	FCM	161	n/a
STUDIO 52	COMCAST	4	unknown	89/100	n/a
STUDIO 53	COMCAST	1	not applicable	not applicable	n/a
STUDIO 54	COMCAST	1	not applicable	not applicable	n/a
STUDIO 55	COMCAST	3	not applicable	not applicable	n/a
STUDIO 56	COMCAST	4	not applicable	not applicable	n/a
STUDIO 57	COMCAST	4	not applicable	not applicable	n/a
STUDIO 58	COMCAST	1	not applicable	not applicable	n/a

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Location	Owner	Qty.	Manufacturer	Model	Serial No.
STUDIO A	COMCAST	1	stage furniture - short podium	not applicable	n/a
STUDIO A	COMCAST	1	storage unit for lift slats	not applicable	n/a
STUDIO A	COMCAST	5	studio furniture - chairs, grey	not applicable	n/a
STUDIO A	COMCAST	1	studio furniture - console, large	not applicable	n/a
STUDIO A	COMCAST	1	tripod	Quickset	4-73010-7
STUDIO A	COMCAST	1	tripod	Quickset	4-73010-7
STUDIO A	COMCAST	1	tripod	Quickset	4-73010-7
STUDIO A	COMCAST	3	tripod (Camera Plates)	unknown	n/a
STUDIO A	COMCAST	3	tripod dolly	ITE	D-40
STUDIO A	COMCAST	1	utility cart - tall, 3-shelf, black	Bretford	825M
STUDIO A	COMCAST	1	video BNC output patch bay	Clark	Wire&Cable
STUDIO A	COMCAST	1	video monitor	Panasonic	CT-2081VY
STUDIO A	COMCAST	1	viewfinder	Sony	DXF-325
STUDIO A	COMCAST	1	viewfinder	Sony	DXF-3000
STUDIO A	COMCAST	1	viewfinder - large	Sony	DXF-50
STUDIO A	COMCAST	1	viewfinder - large	Sony	DXF-50
STUDIO A	COMCAST	1	viewfinder - large	Sony	DXF-50
STUDIO B	COMCAST	1	camera - studio	Sony	CA-327A
STUDIO B	COMCAST	1	camera - studio	Sony	DXC-325
STUDIO B	COMCAST	2	Focus/Zm (FFC-15 & ZSD-15M)	Canon	LO-26 (for set)
STUDIO B	COMCAST	1	intercom system user station box	RTS	BP-318
STUDIO B	COMCAST	1	lamp stand - heavyduty, dolly	Mole-Richardson	unknown
STUDIO B	COMCAST	4	stage flat - 6x3	not applicable	n/a
STUDIO B	COMCAST	4	stage lift - 1/4 moon, grey	not applicable	n/a
STUDIO B	COMCAST	2	tripod	Bogen	3066
TAPE ROOM	COMCAST	1	Amiga computer	Commodore	A2000
TAPE ROOM	COMCAST	1	audio mixer	Tapco	7408
TAPE ROOM	COMCAST	1	computer - amiga	Commodore	Amiga 2000
TAPE ROOM	COMCAST	1	computer hard drive	LaCle	GZJ-MSTOL
TAPE ROOM	COMCAST	1	computer monitor	Commodore	1084
TAPE ROOM	COMCAST	1	computer monitor	Commodore	1084S-D1
TAPE ROOM	COMCAST	1	computer scanner (mac)	Microtek	MRS-600ZS
TAPE ROOM	COMCAST	1	demodulator	Cadco	375
TAPE ROOM	COMCAST	3	furniture - metal 2-door cabinets	not applicable	n/a
TAPE ROOM	COMCAST	1	super gen	Progressive Image	SG-10
TAPE ROOM	COMCAST	1	super gen	Progressive Image	SuperGen SX
TAPE ROOM	COMCAST	1	tbc Remote Control Unit	For.A	FA-420RU
TAPE ROOM	COMCAST	1	teleprompter CPU	ARP Microsystems	PC Genius 286
TAPE ROOM	COMCAST	3	tripod	ITE	T-40
TAPE ROOM	COMCAST	1	video deck 3/4"	Sony	VO5600
TAPE ROOM	COMCAST	1	video deck 3/4"	Sony	VO5850
TAPE ROOM	COMCAST	1	video deck 3/4"	Sony	VO5850
TAPE ROOM	COMCAST	1	waveform monitor	Textronix	528A
BOOTH	COMCAST	1	television	Magnavox	RD0946T101

### Exhibit 12.3

## U.S.C. Section 76.309 / FCC Customer Service Obligations

### PART 76--CABLE TELEVISION SERVICE – Subpart H--General Operating Requirements

#### Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.



## **Exhibit 12.4**

### **Billing and Termination of Service 207 CMR 10.00**

#### **10.01: Billing Practices Notice**

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

#### **10.02: Services, Rates and Charges Notice**

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

#### **10.03: Form of Bill**

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
  - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;

- (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
- (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
- (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
- (e) the amount of the bill for the current billing period, separate from any prior balance due;
- (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
  - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
  - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
  - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

**10.04: Advance Billing and Issuance of Bill**

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

**10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service**

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
  - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
  - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
  - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

**10.06: Charges for Disconnection or Downgrading of Service**

A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:

- (a) A subscriber requests total disconnection from cable service; or
- (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (1) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

**10.07: Billing Disputes**

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefore.

**10.08: Security Deposits**

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

**Exhibit 13.5**

**Massachusetts Form 500**

*Please see attached page(s).*

## Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

Phone:

E-Mail:

Average Resolution Time: <1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days  
Manner of Resolution: A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

## Form 500 Service Interruption Data - Paper Filing

City/Town:

**Cable Company:**

**Address:**

**Address:**

**Contact:**

**Phone:**

**E-Mail:**

Filing Year:

### Number of Subscribers:

**Average Resolution Time:**

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

### Date Service Interruption Begin

Average Resolution Time: (see Code Key above)

Estimated # of Subscribers Affected	Estimated # of Subscribers Affected
100,000	100,000
200,000	200,000
300,000	300,000
400,000	400,000
500,000	500,000
600,000	600,000
700,000	700,000
800,000	800,000
900,000	900,000
1,000,000	1,000,000
1,100,000	1,100,000
1,200,000	1,200,000
1,300,000	1,300,000
1,400,000	1,400,000
1,500,000	1,500,000
1,600,000	1,600,000
1,700,000	1,700,000
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[illegible][illegible][illegible]